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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re:

Lansel Glen Holloway and Elizabeth
Holloway,

Debtors.

Case No.: **09-52341-gwz**
(Chapter 13)

Hearing Date: 2/26/2010
Hearing Time: 1:30pm

**MOTION TO APPROVE LOAN
MODIFICATION ON DEBTORS' RESIDENCE**

COME NOW, the Debtors, by and through counsel undersigned and hereby requests that this Court approve their agreement to modify the loan on their residence so they can reduce their monthly expenses. The Debtors filed a Chapter 13 bankruptcy case on July 17, 2009. Debtor has reached an agreement with Wells Fargo Home Mortgage in order to improve the terms on their their current mortgage.

Wells Fargo Home Mortgage has proposed a loan modification agreement that will save the Debtor approximately \$334.69 per month in mortgage payments. The Debtor's current interest rate is at 7.0% and the new interest rate under the modification will be locked in at a rate of 4.875%. The proposed modification agreement is attached hereto as Exhibit A.

For the foregoing reasons, the Debtor hereby requests that the court grant this motion to approve this loan modification.

DATED this 14th day of January 2010.

/s/ Erik M. Aanestad

Erik M. Aanestad, NV Bar No. 10842
Attorney for Debtor

Copy of the foregoing mailed
This 14th day of January 2010
to the attached mailing list:

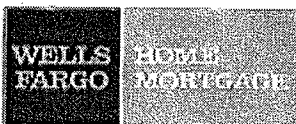
Clerk US Bankruptcy Court
300 Booth Street
Reno, NV 89509

William A. Van Meter
Chapter 13 Trustee
PO Box 6630
Reno, NV 89513

Wells Fargo Home Mortgage
3476 Stateview Blvd.
Fort Mill, SC 29715

/s/ Irene L. Lehane
Irene L. Lehane
Legal Assistant

EXHIBIT A



ELIZABETH HOLLOWAY
3471 CASHILL BOULEVARD
RENO NV 89509

NAME: ELIZABETH HOLLOWAY
CASE: 0952341
WFHM: 708- 0156554388

Dear Sir or Madam:

WFHM previously obtained consent from your office to discuss workout options with the above referenced mortgagor(s). This letter is to advise that WFHM is able to offer the mortgagors a plan that we hope is feasible and agreeable to both parties.

THE PROPOSED MODIFICATION WOULD CONSIST OF THE FOLLOWING CHANGES:

| CURRENT TERMS | | Proposed Modified Terms | |
|--------------------------|--------------|-----------------------------------|--------------|
| Current UPB | \$366,034.21 | Modified UPB | \$390,636.98 |
| Current Maturity Date | 12/01/2036 | Modified Mortgage Term | 323 |
| Current Interest Rate | 7.000% | Interest Rate | 4.875% |
| Current Payment Due Date | 04/01/09 | Post Modification Due Date | 03/01/09 |
| Current P & I | 2,494.89 | Post Modification P & I | \$2,173.76 |
| Current Payment Amount | 2,818.83 | Estimated Modified Payment amount | \$2,484.14 |
| Amount Capitalizing | \$24,602.77 | Contribution Required | \$4,514.19 |

Please review the proposal with your client. If the terms meet your approval as, in the best interest of your client, **proceed by filing a petition with the bankruptcy court to gain their consent to modify the first mortgage.** When written consent is obtained it should be forwarded to my attention. Once received, we will generate the loan documents to you for original signatures. WFHM will then withdraw any proof of claim in this case and process the modification as noted.

If the case has already closed, forward our office a copy of the release. If the terms are not satisfactory to you, please contact us and we will close the file with no further actions.

THE APPROVAL IS CONTINGENT ON COURT CONSENT OR RELEASE OF THE CASE.

With regards to a chapter 7 bankruptcy, due to the variance in requirements from district to district, WFHM does not have a standard reaffirmation agreement to extend. If your client intends to reaffirm, please provide us with your district specific agreement. We will complete the required entries and return to your office for the required undue hardship analysis and filing with the respective court.

Please call me at the number listed below, should you have any questions. I can also be reached by email at SHANTE.STRONG@WELLSFARGO.COM

I thank you for your time and support in this case.

SINCERELY,

Shante' Strong

Cc: GARY THOMPSON